

**FIRST AMENDMENT TO RESTRICTIVE COVENANT**  
**FOR ZONING CASE: C14-07-0087 (RCA)**

OWNER: Austin Ly and Nguyen Limited Partnership, a Texas limited partnership

OWNER ADDRESS: 2600 University Club Drive  
Austin, TX 78732

CITY: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

CITY COUNCIL: The City Council of the City of Austin.

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

WHEREAS, Austin Ly and Nguyen, L.P., a Texas limited partnership, entered into that certain Restrictive Covenant, dated as of November 15, 2007, and recorded in the Real Property Records of Travis County, Texas, on April 24, 2008, as Document No. 2008066899, (the "Original Restrictive Covenant"), as part of City of Austin Zoning Case No. C14-2007-0087; and

WHEREAS, the Original Restrictive Covenant encumbers real property, consisting of approximately 18.97 acres, more particularly described in the Original Restrictive Covenant; and

WHEREAS, the Original Restrictive Covenant provides that the covenant can be modified, amended, or terminated by joint action of both a majority of the members of the City Council and the Owner of the Property at the time of such modification, amendment or termination; and

WHEREAS, Austin Ly and Nguyen Limited Partnership, a Texas limited partnership is the current owner (the "Owner") of the Property on the date of this First Amendment to Restrictive Covenant ("Amendment") and desires to amend the Original Restrictive Covenant as to the Property; and

WHEREAS, the City Council and the Owner agree the Original Restrictive Covenant should be amended.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreement hereinafter set forth, the City and the Owner agree as follows:

1. Paragraphs 1 and 3 of the Original Restrictive Covenant are deleted in their entirety.

2. Except as expressly provided for in this Amendment, each and every one of the terms, conditions, and provisions of the Original Restrictive Covenant, as set forth in the Original Restrictive Covenant, shall continue in full force and effect on and after the effective date of this Amendment.
3. The City Manager, or his designee, shall execute on behalf of the City, this Amendment as authorized by the City Council of the City of Austin. The Amendment shall be filed in the Official Public Records of Travis County, Texas.

EXECUTED this the 13<sup>th</sup> day of September, 2018.

Owner:

Austin Ly and Nguyen Limited Partnership, a Texas limited partnership

By: Ly and Nguyen Partners, LLC, a Texas limited liability company, its General Partner

By:   
Kevin Nguyen, Manager

**CITY OF AUSTIN:**

By: \_\_\_\_\_  
Joe Pantalione  
Interim Assistant City Manager  
City of Austin

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney  
City of Austin

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 13<sup>th</sup> day of September 2018, by Kevin Nguyen, as Manager of Ly and Nguyen Partners, LLC, a Texas limited liability company, general partner of Austin Ly and Nguyen Limited Partnership, a Texas limited partnership, on behalf of said partnership.

Rita Stanford  
Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 13<sup>th</sup> day of September, 2018, by Joe Pantalion, as Interim Assistant City Manager of the City of Austin, a municipal corporation, on behalf of said municipal corporation.

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Notary Public, State of Texas

After Recording, Please Return to:  
City of Austin  
Law Department  
P. O. Box 1088  
Austin, Texas 78767  
Attention: C. Curtis, Paralegal